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9 **UNITED STATES DISTRICT COURT**
10 **CENTRAL DISTRICT OF CALIFORNIA**

11 LORI KLEIMAN, an individual,) Case No.: CV 12-9729 CAS (AJWx)
12)
13 Plaintiff,)
14) **Stipulation for Conditional Entry of**
15) **Judgment and Notice of Conditional Settlement**
16 v.)
17)
18 EQUABLE ASCENT FINANCIAL)
19 LLC, et al.,)
20)
21 Defendants.)
22)
23)
24)
25)
26)
27)
28)

21 It is stipulated by and between Plaintiff Lori Kleiman and Defendant CREDITOR
22 IUSTUS ET REMEDIUM, LLP (“Defendant”) that these parties have settled the matter
23 between as outlined below.

24 **I.**

25 **NOTICE OF CONDITIONAL SETTLEMENT**

26 Plaintiff and Defendant agree that the Court shall vacate the upcoming Settlement
27 Conference and Trial dates and retain jurisdiction in the event of Defendant’s default of the
28

1 settlement agreement. In the event of a default in payments, it is agreed that the Court, at the
2 request of Plaintiff, may enter judgment in the amounts outlined in Paragraph V, with ten
3 days' notice to the Defendants.

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5 **II.**

6 **STATUTE OF LIMITATIONS**

7 The parties to this stipulation waive all statutes of limitations and any other legal
8 impediment or bar to this Court taking jurisdiction again of this case under the circumstances
9 set forth above.

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11 **III.**

12 **STIPULATED AMOUNT AND METHOD OF REPAYMENT**

13 Defendant shall pay \$17,566.66 to Plaintiff, care of her attorneys' client trust account,
14 in five monthly installments of at least \$3,513.33 beginning February 15, 2014 and
15 continuing to June 15, 2014 ("Settlement Amount").

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17 **IV.**

18 **FULL PAYMENT OF STIPULATED JUDGMENT**

19 Upon completion of the full payment of the Settlement Amount, Plaintiff will submit
20 to the court its joint motion for dismissal with prejudice as to this action.

21
22 **V.**

23 **DEFAULT IN REPAYMENT TERMS AND AMOUNT OF JUDGMENT**

24 In the event Defendant fails to timely make any payment pursuant to this agreement,
25 and upon declaration of Plaintiff's attorney regarding said default, the Court shall enter a
26 judgment in favor of Plaintiff and against Defendant, in the amount of the Settlement
27 Amount less any credits for payments received.

28 In the event of default Defendant shall be provided ten days' notice prior to Plaintiff

1 requesting the entry of judgment.

2 Respectfully submitted,

3
4 Date: January 13, 2014

/s/Octavio Cardona-Loya II.
Octavio Cardona-Loya II,
Attorney for Plaintiff

6
7 Date: January 13, 2014

/s/Tara Muren.
Tara Muren,
Attorney for Defendant CREDITOR IUSTUS ET
REMEDIIUM, LLP